Filing Company: 11185 - FOREMOST INSURANCE COMPANY State Tracking Number: #3310042714 \$50

Company Tracking Number: C-69

TOI: 19.0 Personal Auto Sub-TOI: 19.0003 Recreational Vehicle

Product Name: NA
Project Name/Number: /

## Filing at a Glance

Company: 11185 - FOREMOST INSURANCE COMPANY

Product Name: NA SERFF Tr Num: ARKS-125375461 State: Arkansas

TOI: 19.0 Personal Auto SERFF Status: Closed State Tr Num: #3310042714 \$50 Sub-TOI: 19.0003 Recreational Vehicle Co Tr Num: C-69 State Status: Fees verified and

received

Filing Type: Form Co Status: Reviewer(s): Alexa Grissom, Betty

Montesi, Brittany Yielding

Author: Disposition Date: 02/15/2008

Date Submitted: 12/03/2007 Disposition Status: Approved

Effective Date Requested (New): Effective Date (New): 02/15/2008

Effective Date Requested (Renewal): Effective Date (Renewal):

State Filing Description:

#### **General Information**

Project Name: Status of Filing in Domicile:
Project Number: Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 02/15/2008

State Status Changed: 12/11/2007 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

## **Company and Contact**

**Filing Contact Information** 

NA NA, NA@NA.com

NA (123) 555-4567 [Phone]

NA, AR 00000

Filing Company: 11185 - FOREMOST INSURANCE COMPANY State Tracking Number: #3310042714 \$50

Company Tracking Number: C-69

TOI: 19.0 Personal Auto Sub-TOI: 19.0003 Recreational Vehicle

Product Name: NA
Project Name/Number: /

#### **Filing Company Information**

11185 - FOREMOST INSURANCE COMPANY CoCode: 11185 State of Domicile: Arkansas

No Address Group Code: Company Type: City, AR 99999 Group Name: State ID Number:

(999) 999-9999 ext. [Phone] FEIN Number: 99-9999999

-----

Filing Company: 11185 - FOREMOST INSURANCE COMPANY State Tracking Number: #3310042714 \$50

Company Tracking Number: C-69

TOI: 19.0 Personal Auto Sub-TOI: 19.0003 Recreational Vehicle

Project Name: NA
Project Name/Number: /

## **Filing Fees**

Fee Required? No Retaliatory? No

Fee Explanation:

Per Company: No

Filing Company: 11185 - FOREMOST INSURANCE COMPANY State Tracking Number: #3310042714 \$50

Company Tracking Number: C-69

TOI: 19.0 Personal Auto Sub-TOI: 19.0003 Recreational Vehicle

Product Name: NA
Project Name/Number: /

## **Correspondence Summary**

#### **Dispositions**

Status Created By Created On Date Submitted

Approved Alexa Grissom 02/15/2008 02/15/2008

**Objection Letters and Response Letters** 

Objection Letters Response Letters

Status Created By Created On Date Submitted Responded By Created On Date Submitted

Pending Alexa Grissom 12/11/2007

Industry Response

Filing Company: 11185 - FOREMOST INSURANCE COMPANY State Tracking Number: #3310042714 \$50

Company Tracking Number: C-69

TOI: 19.0 Personal Auto Sub-TOI: 19.0003 Recreational Vehicle

Product Name: NA
Project Name/Number: /

## **Disposition**

Disposition Date: 02/15/2008

Effective Date (New): 02/15/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Filing Company: 11185 - FOREMOST INSURANCE COMPANY State Tracking Number: #3310042714 \$50

Company Tracking Number: C-69

TOI: 19.0 Personal Auto Sub-TOI: 19.0003 Recreational Vehicle

Product Name: NA

Project Name/Number: /

Item Type Item Name Item Status Public Access

No

Supporting Document Uniform Transmittal Document-Property & Approved

Casualty

Supporting Document ARKS-125375461 No

Filing Company: 11185 - FOREMOST INSURANCE COMPANY State Tracking Number: #3310042714 \$50

Company Tracking Number: C-69

TOI: 19.0 Personal Auto Sub-TOI: 19.0003 Recreational Vehicle

Product Name: NA
Project Name/Number: /

## **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 12/11/2007

Submitted Date

Respond By Date

Dear NA NA,

This will acknowledge receipt of the captioned filing. gp liability and arbitration

Please feel free to contact me if you have questions.

Sincerely,

Filing Company: 11185 - FOREMOST INSURANCE COMPANY State Tracking Number: #3310042714 \$50

Company Tracking Number: C-69

TOI: 19.0 Personal Auto Sub-TOI: 19.0003 Recreational Vehicle

Project Name: NA
Project Name/Number: /

## **Rate Information**

Rate data does NOT apply to filing.

Filing Company: 11185 - FOREMOST INSURANCE COMPANY State Tracking Number: #3310042714 \$50

Company Tracking Number: C-69

TOI: 19.0 Personal Auto Sub-TOI: 19.0003 Recreational Vehicle

Product Name: NA
Project Name/Number: /

## **Supporting Document Schedules**

**Review Status:** 

**Satisfied -Name:** ARKS-125375461 02/19/2008

Comments:

Attachments:

ARKS-125375461 1.pdf

ARKS-125375461 2.pdf

ARKS-125375461 3.pdf

ARKS-125375461 4.pdf

#### **Alexa Grissom**

From: Sent:

kaan.cidanli@foremost.com

Friday, February 15, 2008 10:29 AM

To: Subject:

Alexa Grissom Re: FW: C-69 C-69 1188, Johnson

Ms. Grissom,

That's correct. The off-road vehicle program applies only to vehicles not licensed for use on public roads.

Thanks,

Kaan Cidanli State Filings Administrator Foremost Insurance Company 616-956-3645 kaan.cidanli@foremost.com Approved until withdrawn or revoked

Feb 0152539

Arkan : Insurance Department

By:

"Alexa Grissom"

kansas.gov>

<Alexa.Grissom@ar

<kaan.dicanli@foremost.com>

To:

Subject: FW: C-69

02/15/2008 11:12

MΑ

Mr. Cidanli

Does this filing only apply to vehicles that would not be licensed for road use? Sincerely

Alexa B. Grissom Certified Analyst Property & Casualty (501) 371-2803

----Original Message----

From: Alexa Grissom

Sent: Tuesday, January 15, 2008 3:40 PM

To: 'kaan.cidanli@foremost.com'

Subject: RE: C-69

Mr. Cidanli

The above-captioned filing is a form filing. Your response contained a rule page. The response should be with a form amendment.

Sincerely

Alexa B. Grissom Certified Analyst Property & Casualty (501) 371-2803

----Original Message----

From: kaan.cidanli@foremost.com [mailto:kaan.cidanli@foremost.com]

Sent: Wednesday, December 19, 2007 2:44 PM

To: Alexa Grissom Subject: Re: C-69

Dear Ms. Grissom

Please accept the attached and revised Rate Page R-6 which makes note of Arkansas' requirement for Guest Passenger Liability coverage. This page replaces Rate Page R-6 Revised Printing 11/07.

(See attached file: Rate Page R-6 Revised 12-07.pdf)

Also, please refer to Part IV, section C of Form 6388 10/07-Amendment of Policy Provisions - Arkansas, which revises the Appraisal provision to make it voluntary and nonbinding.

Please let me know if I may be of further assistance.

Thank you for your prompt attention to this filing.

Sincerely,

Kaan Cidanli State Filings Administrator Foremost Insurance Company 616-956-3645 kaan.cidanli@foremost.com

"Alexa Grissom"

<Alexa.Grissom@ar

To:

<kaan.cidanli@foremost.com>

kansas.gov>

cc:

Subject: C-69

12/11/2007 03:11

PM

Dear Mr. Cidanli

This will acknowledge receipt of the above-captioned filing.

Please be advised Guest Passenger Liability is mandatory per Arkansas' Liability Law and must be included in the liability limits.

Additionally, Arbitration must be voluntary and non-binding per Bulletin No. 19-89.

If I may be of assistance, please advise.

Sincerely

Alexa B. Grissom Certified Analyst Property & Casualty (501) 371-2803

#### Alexa Grissom

From:

Alexa Grissom

Sent:

Tuesday, January 15, 2008 3:40 PM

To:

'kaan.cidanli@foremost.com'

Subject:

RE: C-69

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"Alexa Grissom"

<Alexa.Grissom@ar

· To:

<kaan.cidanli@foremost.com>

kansas.gov>

Subject: C-69

12/11/2007 03:11

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Sincerely

Alexa B. Grissom Certified Analyst Property & Casualty (501) 371-2803

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From:

kaan.cidanli@foremost.com

Sent:

Wednesday, December 19, 2007 2:44 PM

To:

Alexa Grissom

Subject:

Re: C-69

Attachments:

Rate Page R-6 Revised 12-07.pdf



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Kaan Cidanli State Filings Administrator Foremost Insurance Company 616-956-3645 kaan.cidanli@foremost.com

"Alexa Grissom"

<Alexa.Grissom@ar

\_

<kaan.cidanli@foremost.com>

kansas.gov>

To: cc:

Subject: C-69

12/11/2007 03:11

ΡМ

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Additionally, Arbitration must be voluntary and non-binding per Bulletin No. 19-89.

If I may be of assistance, please advise.

# ARKS-125375461 OK 3310042714

Property & Casualty Transmittal Document - Arkansas

50.00

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Transfer Calc	all and
Dept. Use Unity	

2 Insurance Department Use	only to Form s
a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing	<b>)</b> :
e. Effective date of filing:	
New Business	DECEMBE
Renewal Business	
f. State Filing #:	NFC 03 2007
g. SERFF Filing #:	
h. Subject Codes	PROPERTY AND CASUALTY DI

3.	Group Name	,	AKKANOAO	Group NAIC #
				0212
4.	Company Name(s)	Domicile	NAIC#	FEIN#
	Foremost Insurance Company Grand Rapids, Michigan	MI	11185	38-1407533

## 5. Company Tracking Number

C-69

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX#	e-mail
	Kaan Cidanli Foremost Insurance Company P. O. Box 2450 Grand Rapids, MI 49501-2450	State Filings Administrator	616-956-3645	616-956-2093	kaan.cidanli@ foremost.com
7.	Signature of authorized filer				
8.	Please print name of authorized	filer	Kaan Cidanli		

Filing information (see General Instructions for descriptions of these fields)

	ig imermation (see content metractions			
9.	Type of Insurance (TOI)	19.0000		
10.	Sub-Type of Insurance (Sub-TOI)	19.0003		
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	N/A		
12.	Company Program Title (Marketing title)	Off-Road Vehicle Program		
13.	Filing Type	[ ] Rate/Loss Cost [ ] Rules [ ] Rates/Rules		
		[X] Forms [] Combination Rates/Rules/Forms		
		[ ] Withdrawal[ ] Other (give description)		
14.	Effective Date(s) Requested	New: February 1, 2008 Renewal: March 1, 2008		
15.	Reference Filing?	[] Yes [x] No		
16.	Reference Organization (if applicable)	N/A		
17.	Reference Organization # & Title	N/A		
18.	Company's Date of Filing	November 30, 2007		
19.	Status of filing in domicile	[X] Not Filed [] Pending [] Authorized [] Disapproved		
		_ ``		

PC TD-1 pg 1 of 2



Rindflut

artisting judge

## **Property & Casualty Transmittal Document— Arkansas**

## 20. This filing transmittal is part of Company Tracking # C-69

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Honorable Mike Pickens Commissioner of Insurance Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904

RE: Foremost Insurance Company Grand Rapids, Michigan

NAIC #212-11185

Off-Road Vehicle Program Revision to the Form Section

We submit this filing for your formal stamp of approval or acknowledgment.

The enclosed Summary of Revisions has been developed to assist your review of this filing.

The following rule of implementation will apply:

This filing will be effective for all new policies written to be effective on and after February 1, 2008, and all renewals written to be effective on and after March 1, 2008. No policy effective prior to the above dates is to be cancelled and rewritten to take advantage of or to avoid the application of this filing except at the request of the insured.

For your convenience, we have enclosed a duplicate for you to note with your approval or acknowledgment and return to us for our files.

#### KKC/cm/sjc

Enclosures:

Check - \$50

Transmittal Forms

Summary of Revisions, 11/07

Exhibits Forms

Return Envelope

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: 3310042714

Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2

## FORM FILING SCHEDULE - Arkansas

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	C-69
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	C-68

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Part C – Uninsured Motorist Coverage for Off- Road Vehicles	5323 01/05	[ ] New [ <b>x</b> ] Replacement [ ] Withdrawn	5988 10/02	
02	Off-Road Vehicle Insurance Policy	5827 01/05	[ ] New [ <b>x</b> ] Replacement [ ] Withdrawn	5473 01/01	
03	Dune Buggy/Golf Cart	5849 01/06	[ x ] New [ ] Replacement [ ] Withdrawn	N/A	
04	Additional Insured - Trust	5995 01/06	[ x ] New [ ] Replacement [ ] Withdrawn	N/A	
05	Additional Insured - Titleholder	5998 01/06	[ x ] New [ ] Replacement [ ] Withdrawn	N/A	
06	Amendment of Policy Provisions – Arkansas	6388 10/07	[ ] New [ x ] Replacement [ ] Withdrawn	6388 09/05	
07			[ ] New [ ] Replacement [ ] Withdrawn		
08			[ ] New [ ] Replacement [ ] Withdrawn		
09			[ ] New [ ] Replacement [ ] Withdrawn		
10			[ ] New [ ] Replacement [ ] Withdrawn		

PC FFS-1

# Foremost<sup>®</sup> Insurance Company Grand Rapids, Michigan

#### **ARKANSAS**

# OFF-ROAD VEHICLE PROGRAM SUMMARY OF REVISIONS

#### **FORM SECTION (continued)**

#### Form 5998 01/06 - Additional Insured - Titleholder

This is a new form.

This form simply adds a business organization (titleholder), as shown in the Declarations Page, as an additional insured.

#### REPLACEMENT OF TABLE OF CONTENTS AND FORMS

#### Please withdraw:

Table of Contents - Revised Printing 11/05

Form 5473 01/01 - Off-Road Vehicle Insurance Policy

Form 5988 10/02 - Part C - Uninsured Motorist Coverage for Off-Road Vehicles

Form 6388 09/05 - Amendment of Policy Provisions - Arkansas

#### Please insert:

Table of Contents - Revised Printing 11/07

Form 5323 01/05 - Part C - Uninsured Motorist Coverage for Off-Road Vehicles

Form 5827 01/05 - Off-Road Vehicle Insurance Policy

Form 5849 01/06 - Dune Buggy/Golf Cart

Form 5995 01/06 - Additional Insured - Trust

Form 5998 01/06 - Additional Insured - Titleholder

Form 6388 10/07 - Amendment of Policy Provisions - Arkansas

11/07

# RULE AND REGULATION 29 REVISED CERTIFICATE OF COMPLIANCE

INSURER NAME AND NAIC NUMBER: Foremost Insurance Company Grand Rapids, Michigan

212-11185

DESCRIPTION:

Part C - Uninsured Motorist Coverage for Off-Road Vehicles

FORM NUMBER:

5323

**EDITION DATE:** 

01/05

This is to certify that the above captioned property and/or casualty policy form has achieved a Flesch Reading Ease Test score of 39.095 \*, and complies with the requirements of Act 517 of 1981, the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Stat. Ann. §§23-80-301--23-80-308, and complies with Department Rule and Regulation 29.

\* with policy = 45.952

Signature of Officer of Company

**Assistant Vice President** 

Title

# RULE AND REGULATION 29 REVISED CERTIFICATE OF COMPLIANCE

INSURER NAME AND NAIC NUMBER: Foremost Insurance Company Grand Rapids, Michigan 212-11185

DESCRIPTION:

Off-Road Vehicle Policy

FORM NUMBER:

5827

**EDITION DATE:** 

01/05

This is to certify that the above captioned property and/or casualty policy form has achieved a Flesch Reading Ease Test score of 47.966, and complies with the requirements of Act 517 of 1981, the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Stat. Ann. §§23-80-301--23-80-308, and complies with Department Rule and Regulation 29.

Signature of Officer of Company

Assistant Vice President

Title

# RULE AND REGULATION 29 REVISED CERTIFICATE OF COMPLIANCE

INSURER NAME AND NAIC NUMBER: Foremost Insurance Company Grand Rapids, Michigan 212-11185

DESCRIPTION:

Dune Buggy / Golf Cart

FORM NUMBER:

5849

**EDITION DATE:** 

01/06

This is to certify that the above captioned property and/or casualty policy form has achieved a Flesch Reading Ease Test score of 39.651 \*, and complies with the requirements of Act 517 of 1981, the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Stat. Ann. §§23-80-301--23-80-308, and complies with Department Rule and Regulation 29.

\* with policy = 47.828

Signature of Officer of Company

Assistant Vice President

Title

# RULE AND REGULATION 29 REVISED CERTIFICATE OF COMPLIANCE

INSURER NAME AND NAIC NUMBER: Foremost Insurance Company Grand Rapids, Michigan 212-11185

**DESCRIPTION:** 

Additional Insured - Trust

FORM NUMBER:

5995

**EDITION DATE:** 

01/06

This is to certify that the above captioned property and/or casualty policy form has achieved a Flesch Reading Ease Test score of 44.661, and complies with the requirements of Act 517 of 1981, the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Stat. Ann. §§23-80-301--23-80-308, and complies with Department Rule and Regulation 29.

ignature of Officer of Company

Assistant Vice President

Title

# RULE AND REGULATION 29 REVISED CERTIFICATE OF COMPLIANCE

INSURER NAME AND NAIC NUMBER: Foremost Insurance Company Grand Rapids, Michigan

212-11185

DESCRIPTION:

Additional Insured - Titleholder

FORM NUMBER:

5998

**EDITION DATE:** 

01/06

This is to certify that the above captioned property and/or casualty policy form has achieved a Flesch Reading Ease Test score of 35.355, and complies with the requirements of Act 517 of 1981, the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Stat. Ann. §§23-80-301--23-80-308, and complies with Department Rule and Regulation 29.

Signature of Officer of Company

Assistant Vice President

ℋitle

# RULE AND REGULATION 29 REVISED CERTIFICATE OF COMPLIANCE

INSURER NAME AND NAIC NUMBER: Foremost Insurance Company Grand Rapids, Michigan 212-11185

DESCRIPTION:

Amendment of Policy Provisions - Arkansas

FORM NUMBER:

6388

**EDITION DATE:** 

10/07

This is to certify that the above captioned property and/or casualty policy form has achieved a Flesch Reading Ease Test score of 48.862, and complies with the requirements of Act 517 of 1981, the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Stat. Ann. §§23-80-301--23-80-308, and complies with Department Rule and Regulation 29.

Signature of Officer of Company

Assistant Vice President

Title

# Exhibit A - Off-Road Vehicle Forms Comparison

Off-Road Vehicle Policy 01/01	Off-Road Vehicle Policy 01/05	Explanation of Change
	Definitions	
F. "Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.		Removed Definition F. "Diminution in value".
PART A - Liability Coverage	PART A - Liability Coverage	
EXCLUSIONS	EXCLUSIONS	
B.3. Any vehicle participating in or practicing or preparing for any prearranged, organized or spontaneous racing, speed contest or stunt.	<ul> <li>B.3. Any vehicle:</li> <li>a. Competing in; or</li> <li>b. Practicing or preparing for;</li> <li>any prearranged or organized racing, speed contest or stunt.</li> </ul>	Removed "spontaneous" from Exclusion B.3.
PART B - Medical Payments Coverage	PART B - Medical Payments Coverage	
EXCLUSIONS	EXCLUSIONS	
10. Sustained while participating in or practicing or preparing for any prearranged, organized or spontaneous racing, speed contest or stunt.	<ul><li>10. Sustained while "occupying" any vehicle for the purpose of:</li><li>a. Competing in; or</li><li>b. Practicing or preparing for;</li><li>any prearranged or organized racing, speed contest or stunt.</li></ul>	Removed "spontaneous" from Exclusion 10.
OTHER INSURANCE	OTHER INSURANCE	
Our share of loss will be excess over any other collectible medical insurance including those payable under:  1. The provisions of any disability benefits law or similar law.  2. Individual, blanket, or group accident, disability or hospitalization insurance.  3. Medical, surgical or hospital benefit, service or reimbursement plan.  4. Automobile, "off-road vehicle" or premises insurance affording benefits for medical payments or funeral expenses.	If this and other medical payments insurance apply to a loss, this insurance is primary. However, any insurance we provide with respect to an "off-road vehicle" you do not own shall be excess over any other collectible insurance providing payments for medical or funeral expenses.	Revised policy provisions to make coverage primary over any other collectible medical payments insurance.

# Exhibit A - Off-Road Vehicle Forms Comparison

Off-Road Vehicle Policy 01/01	Off-Road Vehicle Policy 01/05	Explanation of Change
PART D - Coverage for Damage to Your Off-Road Vehicle	PART D - Coverage for Damage to Your Off-Road Vehicle	
HELMETS AND SAFETY APPAREL	HELMETS AND SAFETY APPAREL	
In addition we will pay, without application of deductible, to a limit of \$1,000, for direct and accidental loss to any "helmets and safety apparel" worn by you or a passenger while "occupying" "your covered off-road vehicle". We will pay for such loss if the loss is caused by "collision" or contact with a bird or animal only	In addition we will pay, without application of deductible, to a limit of \$1,500, for direct and accidental loss to any "helmets and safety apparel" worn by you or a passenger while "occupying" "your covered off-road vehicle". We will pay for such loss if the loss is caused by "collision" or contact with a bird or animal only	Increased coverage limit for Helmets and Safety Apparel from \$1,000 to \$1,500.
if the Declarations indicate that Collision Coverage is provided for that "off-road vehicle".	if the Declarations indicate that Collision Coverage is provided for that "off-road vehicle".	
EXCLUSIONS	EXCLUSIONS	
<ol> <li>Loss to "your covered off-road vehicle" while participating in or practicing or preparing for any prearranged, organized or spontaneous racing, speed contest or stunt.</li> </ol>	<ul><li>9. Loss to "your covered off-road vehicle" while:</li><li>a. Competing in; or</li><li>b. Practicing or preparing for;</li><li>any prearranged or organized racing, speed contest, or stunt.</li></ul>	Removed "spontaneous" from Exclusion 9.
13. Loss caused by theft or larceny by any person to whom you gave possession of "your covered off-road vehicle" or your "transport trailer".	13. Loss caused by theft or larceny of "your covered off-road vehicle" or "optional equipment" while it is in the care, custody or control of: <ul> <li>a. Any person you employed to sell it, whether for a fee or not; or</li> <li>b. Any entity engaged in the "business" of selling it.</li> </ul>	Revised Exclusion 13. to broaden coverage and clarify intent.
14. Loss caused while "you covered off-road vehicle" or your "transport trailer" was used in any unlawful trade or		Removed Exclusion #14.
15. Loss to "your covered off-road vehicle"or your "transport trailer" due to "diminution in value".		Removed Exclusion #15.
LIMIT OF LIABILITY	LIMIT OF LIABILITY	
	D. We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been restored to its pre-loss condition.	Added D.
Endorsement	Endorsement '	
LOSS PAYABLE CLAUSE PP0305 08/86	LOSS PAYABLE CLAUSE 5303 01/05 10/04	Changed ISO form number to Foremost form number and changed reference to auto to off-road vehicle.

# PART C - UNINSURED MOTORIST COVERAGE FOR OFF-ROAD VEHICLES 5323 01/05 [ 5988 10/02 ]

We will pay damages for "bodily injury" which any "insured person" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle". The "bodily injury" must be caused by accident and arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Determination as to whether an "insured person" is legally entitled to recover damages or the amount of damages is made by agreement between the "insured person" and us. If no agreement is reached, the decision will be made by arbitration.

### ADDITIONAL DEFINITIONS USED IN THIS ENDORSEMENT

As used in this endorsement:

- 1. "Insured person" means:
  - a. You or any "family member".
  - b. Any other person while occupying "your covered off-road vehicle".
  - c. Any person for damages that person is entitled to recover because of "bodily injury" to you, any "family member", or another occupant of "your covered off-road vehicle".

But, no person will be considered an "insured person" if the person uses a "motor vehicle" without having sufficient reason to believe that the use is with permission of the owner.

- "Motor vehicle" means a land "motor vehicle" or a trailer but does not mean a vehicle:
  - a. Operated on rails.
  - b. Which is a farm type tractor designed or modified for use principally off public roads while not on a public road.
  - c. Located for use as a residence or premises.
- 3. "Uninsured motor vehicle" means a "motor vehicle" which is:
  - a. Not insured by a "bodily injury" liability bond or policy at the time of the accident.
  - b. Insured by a liability bond or policy at the time of the accident which provides "bodily injury" liability limits less than the minimum "bodily injury" liability limits required by the financial responsibility law of the state in which "your covered off-road vehicle" is principally garaged.
  - A hit-and-run "motor vehicle" whose operator or owner has not been identified and which strikes:
    - (1) You or any "family member".
    - (2) An "off-road vehicle" which you or any "family member" are "occupying".
    - (3) "Your covered off-road vehicle".
  - d. Insured by a "bodily injury" liability bond or policy at the time of the accident but the company denies coverage or is or becomes insolvent.

"Uninsured motor vehicle", however, does not mean a "motor vehicle":

- a. Owned by or furnished or available for the regular use of you or any "family member".
- Owned or operated by a self-insurer as contemplated by any financial responsibility law, motor carrier law, or similar law.
- c. Owned by a governmental unit or agency.

#### **EXCLUSIONS**

This coverage does not apply to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits law or any similar law.

This coverage does not apply to punitive or exemplary damages.

This coverage does not apply to "bodily injury" sustained by any person:

- While "occupying" a "motor vehicle" owned by you or any "family member" for which insurance is not afforded under this policy or through being struck by that "motor vehicle".
- Who makes a settlement without our written consent and such settlement prejudices our right to recover payment.
- Arising out of the ownership or operation of an "off-road vehicle" while it is being used as a public or livery conveyance, or while used to carry or escort persons or property for a fee. This Exclusion (3.) does not apply to a share-the-expense car pool.
- While participating in or practicing or preparing for any prearranged, organized or spontaneous racing, speed contest or stunt.
- That occurs while the "off-road vehicle" is engaged in jumping off from any natural or man-made jump or embankment.

#### LIMIT OF LIABILITY

The limit of liability shown in the Declarations applies subject to the following:

- The limit for each person is the maximum for "bodily injury" sustained by any person in any one accident.
- The limit for each person or the limit for each accident is the maximum for "bodily injury" sustained by two or more persons in any one accident.
- 3. The law of the state of the accident, we will pay no more than these maximums regardless of the number of "motor vehicles" insured, "insured persons", claims, claimants, policies, or "motor vehicles" involved in the

[Brockets] = Deletion Underline = Addition

#### OTHER INSURANCE

If there is other applicable uninsured motorist coverage on any other policy that applies to a loss covered by this endorsement, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

Any insurance we provide for a "motor vehicle" you do not own, including any vehicle while used as a temporary substitute for "your covered off-road vehicle", is excess over any other collectible insurance.

#### **ARBITRATION**

If an "insured person" and we do not agree (1) that the person is legally entitled to recover damages from the owner or operator of an "uninsured motor vehicle", or (2) as to the amount of payment under this endorsement, either that person or we may demand that the issue be determined by arbitration.

In that event, the "insured person" will select an arbitrator and we will select another. The two arbitrators will select a third. If they cannot agree on the third arbitrator within 30 days, the judge of a court having jurisdiction will appoint the third arbitrator. The "insured person" will pay the arbitrator selected by that person. We will pay the arbitrator we select. The expense of the third arbitrator and all other expenses of arbitration will be shared equally.

Arbitration will take place in the county where the "insured person" lives. Local court rules governing procedures and evidence will apply. The decision in writing of any two arbitrators will be binding subject to the terms of this insurance.

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All other provisions of your policy apply.

[5988 10/02]

[Brackets] = Deletion Underline = Addition

## Foremost<sup>°</sup> Insurance Company Grand Rapids, Michigan

## ARKANSAS

## OFF-ROAD VEHICLE PROGRAM

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## PART C - UNINSURED MOTORIST COVERAGE FOR OFF-ROAD VEHICLES 5323 01/05

We will pay damages for "bodily injury" which any "insured person" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle". The "bodily injury" must be caused by accident and arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Determination as to whether an "insured person" is legally entitled to recover damages or the amount of damages is made by agreement between the "insured person" and us. If no agreement is reached, the decision will be made by arbitration.

#### ADDITIONAL DEFINITIONS USED IN THIS ENDORSEMENT

As used in this endorsement:

- 1. "Insured person" means:
  - a. You or any "family member".
  - b. Any other person while occupying "your covered off-road vehicle".
  - c. Any person for damages that person is entitled to recover because of "bodily injury" to you, any "family member", or another occupant of "your covered off-road vehicle".

But, no person will be considered an "insured person" if the person uses a "motor vehicle" without having sufficient reason to believe that the use is with permission of the owner.

- "Motor vehicle" means a land "motor vehicle" or a trailer but does not mean a vehicle:
  - a. Operated on rails.
  - Which is a farm type tractor designed or modified for use principally off public roads while not on a public road.
  - c. Located for use as a residence or premises.
- "Uninsured motor vehicle" means a "motor vehicle" which is:
  - a. Not insured by a "bodily injury" liability bond or policy at the time of the accident.
  - b. Insured by a liability bond or policy at the time of the accident which provides "bodily injury" liability limits less than the minimum "bodily injury" liability limits required by the financial responsibility law of the state in which "your covered off-road vehicle" is principally garaged.
  - c. A hit-and-run "motor vehicle" whose operator or owner has not been identified and which strikes:
    - (1) You or any "family member".
    - (2) An "off-road vehicle" which you or any "family member" are "occupying".
    - (3) "Your covered off-road vehicle".
  - d. Insured by a "bodily injury" liability bond or policy at the time of the accident but the company denies coverage or is or becomes insolvent.

"Uninsured motor vehicle", however, does not mean a "motor vehicle":

- a. Owned by or furnished or available for the regular use of you or any "family member".
- b. Owned or operated by a self-insurer as contemplated by any financial responsibility law, motor carrier law, or similar law.
- c. Owned by a governmental unit or agency.

#### **EXCLUSIONS**

This coverage does not apply to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits law or any similar law.

This coverage does not apply to punitive or exemplary damages.

This coverage does not apply to "bodily injury" sustained by any person:

- While "occupying" a "motor vehicle" owned by you or any "family member" for which insurance is not afforded under this policy or through being struck by that "motor vehicle".
- 2. Who makes a settlement without our written consent and such settlement prejudices our right to recover payment.
- 3. Arising out of the ownership or operation of an "off-road vehicle" while it is being used as a public or livery conveyance, or while used to carry or escort persons or property for a fee. This Exclusion (3.) does not apply to a share-the-expense car pool.
- 4. While participating in or practicing or preparing for any prearranged, organized or spontaneous racing, speed contest or stunt.
- That occurs while the "off-road vehicle" is engaged in jumping off from any natural or man-made jump or embankment.

#### **LIMIT OF LIABILITY**

The limit of liability shown in the Declarations applies subject to the following:

- 1. The limit for each person is the maximum for "bodily injury" sustained by any person in any one accident.
- 2. The limit for each person or the limit for each accident is the maximum for "bodily injury" sustained by two or more persons in any one accident.
- The law of the state of the accident, we will pay no more than these maximums regardless of the number of "motor vehicles" insured, "insured persons", claims, claimants, policies, or "motor vehicles" involved in the accident.

#### **OTHER INSURANCE**

If there is other applicable uninsured motorist coverage on any other policy that applies to a loss covered by this endorsement, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

Any insurance we provide for a "motor vehicle" you do not own, including any vehicle while used as a temporary substitute for "your covered off-road vehicle", is excess over any other collectible insurance.

#### **ARBITRATION**

If an "insured person" and we do not agree (1) that the person is legally entitled to recover damages from the owner or operator of an "uninsured motor vehicle", or (2) as to the amount of payment under this endorsement, either that person or we may demand that the issue be determined by arbitration.

In that event, the "insured person" will select an arbitrator and we will select another. The two arbitrators will select a third. If they cannot agree on the third arbitrator within 30 days, the judge of a court having jurisdiction will appoint the third arbitrator. The "insured person" will pay the arbitrator selected by that person. We will pay the arbitrator we select. The expense of the third arbitrator and all other expenses of arbitration will be shared equally.

Arbitration will take place in the county where the "insured person" lives. Local court rules governing procedures and evidence will apply. The decision in writing of any two arbitrators will be binding subject to the terms of this insurance.

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All other provisions of your policy apply.

#### DUNE BUGGY / GOLF CART 5849 01/06

#### I. DEFINITIONS

Definition J. is replaced by the following:

- J. "Off-road vehicle" means a self-propelled motorized vehicle which is designed primarily for off-road use and not licensed for use on public roads. "Off-road vehicle" includes "optional equipment".
- II. PART D Coverage for Damage to Your Off-Road Vehicle
  - The **EXCLUSIONS** section is amended as follows: Exclusion 11. does not apply.

5849 01/06

All other provisions of your policy apply.



## ADDITIONAL INSURED - TRUST 5995 01/06

#### I. Definitions

The following is added to Paragraph C. of the **Definitions** Section:

For purposes of this policy, an "off-road vehicle" shall be deemed to be owned by the named insured if titled in the name of the trust shown in the Declarations as an additional insured.

# II. PART A - Liability Coverage INSURING AGREEMENT

**B.3.** also means, for "your covered off-road vehicle", the trust shown in the Declarations as an additional

insured, but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

SPECIMEN

All other provisions of your policy apply.

5995 01/06

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#### ADDITIONAL INSURED - TITLEHOLDER 5998 01/06

#### I. Definitions

The following is added to Paragraph C. of the **Definitions** Section:

For purposes of this policy, an "off-road vehicle" shall be deemed to be owned by the named insured if titled in the name of the business organization shown in the Declarations as an additional insured.

# II. PART A - Liability Coverage INSURING AGREEMENT

**B.3.** also means, for "your covered off-road vehicle", the business organization shown in the Declarations

as an additional insured, but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.



All other provisions of your policy apply.

5998 01/06

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## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### AMENDMENT OF POLICY PROVISIONS - ARKANSAS 6388 10/07

#### I. Definitions

The **Definitions** Section is amended as follows: Definition **H.2.** is replaced by the following:

"Newly acquired off-road vehicle":

- 2. Coverage for a "newly acquired off-road vehicle" is provided as described below. If you ask us to insure a "newly acquired off-road vehicle" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired off-road vehicle" will begin at the time you request the coverage.
  - a. For any coverage provided in this policy except Coverage for Damage to Your Off-Road Vehicle, a "newly acquired off-road vehicle" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired off-road vehicle" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 20 days after you become the owner.

If a "newly acquired off-road vehicle" replaces a vehicle shown in the Declarations, coverage is provided for this "off-road vehicle" without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired off-road vehicle" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
  - (1) 20 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one "off-road vehicle". In this case, the "newly acquired off-road vehicle" will have the broadest coverage we now provide for any "off-road vehicle" shown in the Declarations.
  - (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one "off-road vehicle". If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired off-road vehicle", a Collision deductible of \$500 will apply.
- c. Other Than Collision Coverage for a "newly acquired off-road vehicle" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 20 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one "off-road vehicle". In this case, the "newly acquired off-road vehicle" will have the broadest coverage we now provide for any "off-road vehicle" shown in the Declarations.
- (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one "off-road vehicle". If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired off-road vehicle", an Other Than Collision deductible of \$500 will apply.

#### II. PART A - Liability Coverage

Part A is amended as follows:

The **Other insurance** Provision is replaced by the following:

#### **OTHER INSURANCE**

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for an "off-road vehicle" you do not own, including any "off-road vehicle" while used as a temporary substitute for "your covered off-road vehicle", shall be excess over any other collectible insurance. However, we will provide primary insurance for an "off-road vehicle" you do not own if:

- A duly licensed "off-road vehicle" dealer provides an "off-road vehicle" to you or a "family member":
  - a. For use as a temporary substitute while "your covered off-road vehicle" is out of normal use because of its breakdown, repair or servicing; or
  - b. To demonstrate the "off-road vehicle"; or
- 2. The "off-road vehicle" is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.

## III. PART B - Medical Payments Coverage

Part B is amended as follows:

#### A. INSURING AGREEMENT

B.1. is replaced by the following:



- B. "Insured" as used in this Part means:
  - 1. You or any "family member":
    - a. While "occupying"; or
    - **b.** As a pedestrian when struck by; a motor vehicle or a trailer of any type.
- **B.** The **Other Insurance** Provision is replaced by the following:

#### **OTHER INSURANCE**

If there is other applicable "off-road vehicle" medical payments insurance, this insurance is primary. Any insurance we provide with respect to an "off-road vehicle" you do not own, including any "off-road vehicle" while used as a temporary substitute for "your covered off-road vehicle", shall be excess over any other collectible "off-road vehicle" insurance providing payments for medical or funeral expenses. However, we will provide primary insurance for an "off-road vehicle" you do not own if:

- A duly licensed "off-road vehicle" dealer provides an "off-road vehicle" to you or a "family member":
  - a. For use as a temporary substitute while "your covered off-road vehicle" is out of normal use because of its breakdown, repair or servicing; or
  - b. To demonstrate the "off-road vehicle"; or
- 2. The "off-road vehicle" is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

## IV. PART D - Coverage for Damage to Your Off-Road Vehicle

Part D is amended as follows:

A. The last sentence of the **Payment Of Loss**Provision is replaced by the following:

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property. However, if the loss is a total loss to "your covered off-road vehicle" or any non-owned "off-road vehicle" and we elect either to pay for loss in money or offer a comparable replacement vehicle, our payment for loss will include, other than payment for any applicable deductible shown in the Declarations, all:

- 1. Applicable taxes;
- 2. License fees; and
- 3. Other fees;

actually incurred incident to transfer of evidence of ownership of a comparable replacement "off-road vehicle".

B. The Other Sources Of Recovery Provision is replaced by the following:

## OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a non-owned "off-road vehicle" shall be excess over any other collectible source of recovery including, but not limited to:

- 1. Any other applicable physical damage insurance;
- 2. Any other source of recovery applicable to the loss.

However, we will provide primary insurance for an "off-road vehicle" you do not own if:

- A duly licensed "off-road vehicle" dealer provides an "off-road vehicle" to you or a "family member":
  - a. For use as a temporary substitute for "your covered off-road vehicle" while it is out of normal use because of its breakdown, repair or servicing; or
  - b. To demonstrate the "off-road vehicle"; or
- 2. The "off-road vehicle" is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.
- C. The **Appraisal** Provision is replaced by the following:

#### **APPRAISAL**

If we and you do not agree on the amount of loss, an appraisal of the loss may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

- 1. Pay its chosen appraiser; and
- 2. Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

#### V. PART F - General Provisions

Part F is amended as follows:

- A. The Fraud Provision does not apply to Part A Liability Coverage.
- B. The following is added to the Our Right To Recover Payment Provision:

#### **OUR RIGHT TO RECOVER PAYMENT**

We shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.

C. The **Termination** Provision of Part **F** is replaced by the following:

#### **TERMINATION**

#### Cancellation

This policy may be cancelled during the policy period as follows:

- 1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - **b.** Giving us advance written notice of the date cancellation is to take effect.
- 2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
  - At least 10 days notice if cancellation is for nonpayment of premium; or
  - b. At least 20 days notice in all other cases.
- 3. When this policy is in effect for 60 days or more, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - **b.** If the policy was obtained through material misrepresentation; or
  - c. If your driver's license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses "your covered off-road vehicle":

has been suspended or revoked. This must have occurred:

- (1) During the policy period; or
- (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

However, we may not cancel under Paragraph (C.3.c.) solely because of the administrative suspension or revocation of the insured's driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK, CODE ANN, Section 5-65-104.

#### **Nonrenewal**

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

- 1. Less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
- 2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

#### **Automatic Termination**

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered off-road vehicle" or "transport trailer", any similar insurance provided by this policy will terminate as to that "off-road vehicle" or "transport trailer" on the effective date of the other insurance.

#### Other Termination Provisions

- We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
- 2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 80% of the pro rata unearned premium.

However, we will refund you the full pro rata unearned premium if:

- a. You cancel this policy because:
  - (1) You have disposed of "your covered off-road vehicle", and you insure another "off-road vehicle" with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or
  - (2) "Your covered off-road vehicle" has been repossessed under the terms of a financing agreement; or
  - (3) You are entering the armed forces of the United States of America; or
  - (4) "Your covered off-road vehicle" or your "transport trailer" was stolen or destroyed, and you request cancellation:
    - (a) Within 30 days following the date "your covered off-road vehicle" or your "transport trailer" was stolen or destroyed; or

- (b) Within 15 days of the time we determined "your covered off-road vehicle" or your "transport trailer" was destroyed, or if stolen, to be unrecoverable.
- **b.** You cancel this policy but there remains in force with us a policy in your name insuring another "off-road vehicle".
- c. This policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

- Making or offering to make the refund is not a condition of cancellation.
- The effective date of cancellation stated in the notice shall become the end of the policy period.

All other provisions of your policy apply.

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